

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Fixed Price Bid:** OPS-CN 2016-004

**Date Issued:** June 9, 2016

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**DESCRIPTION: Contract for Kitchen Equipment & Installation**

*The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:**

**MAILING AND PHYSICAL ADDRESS:**  
The School District of Newberry County  
Attn: Procurement Coordinator Bryan Gresham  
PO Box 718 / 3419 Main Street, Newberry, SC 29108

**SUBMIT OFFER BY (Opening Date/Time): June 27, 2016 @ 10:00 AM** (See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED: (1) original , (3) copies marked COPY**

**QUESTIONS MUST BE RECEIVED BY: June 16, 2016 at 12:00 PM** (See "Questions From Offerors" provision)

**ADDENDUM ISSUED: June 20, 2016 by 5:00 pm** (See "Questions From Offerors" provision)

**CONFERENCE TYPE:** N/A  
**DATE & TIME:**

**LOCATION:** N/A

**INTENT TO AWARD & AWARD BY:**

Notice of Award and/or Intent to Award will be posted on the district website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)  
**June 28, 2016 by 5:00 pm**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

**NAME OF OFFEROR:** (Full legal name of business submitting the offer)

**AUTHORIZED SIGNATURE:**

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**TITLE:** (Business title of person signing above)

**PRINTED NAME:** (Printed name of person signing above)

**DATE SIGNED**

**OFFEROR'S TYPE OF ENTITY:**  
(Check one)

- Sole Proprietorship
- Corporate entity  
Federal ID # \_\_\_\_\_
- South Carolina Minority Vendor  
Minority Vendor # \_\_\_\_\_
- Other \_\_\_\_\_

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

## I. GENERAL INSTRUCTIONS TO OFFERORS

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding the District's intent to award a contract will be posted on the district's website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us) by **June 28, 2016 by 5:00 pm** If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than \$ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given

**BID / PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with School District of Newberry County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(1) By submitting an offer, the offeror certifies that:

(A) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(B) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(C) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(B)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(3) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(E) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(2) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) If Offeror is unable to certify the representations stated in paragraph (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected.

**DEFINITIONS** - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the School District of Newberry County Board of Trustees.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price,

quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

**CONTRACTOR** means the Offeror receiving an award as a result of this solicitation.

**COVER PAGE** means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

**OFFER** means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

**OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on the Cover Page.

**YOU** and **YOUR** means Offeror.

**SOLICITATION** means this document, including all its parts, attachments, and any Amendments.

**SUBCONTRACTOR** means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

**WORK** means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**DISTRICT CLOSINGS:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

**DRUG FREE WORK PLACE CERTIFICATION:** The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you will comply with this Act. (See Section 44-107-30)

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS ACT (CERTIFICATE):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**INFORMATION FOR OFFERORS TO SUBMIT:** Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

**PROCUREMENT AUTHORITY:** (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

**PROCUREMENT CODE AVAILABLE:** The School District of Newberry County's Procurement Code, is available at <http://www.newberry.k12.sc.us/>

**PROTESTS:** (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

**PROTEST – ADDRESS:** Any protest must be submitted in writing to Jim Suber, Assistant Superintendent of Operations and Administration, PO Box 718 / 3419 Main Street, Newberry, SC 29108

**PUBLIC OPENING:** Not applicable for this FPB

**QUESTIONS FROM OFFERORS:** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than **June 16, 2016 @ 12:00 pm**. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. **Oral explanations or instructions will not be binding.** All Questions will be answered via an Addendum, which will posted on the District's website, [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us) on **June 20, 2016 by 5:00 pm**.

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals/bids in whole or in part.

**RESPONSIVENESS / IMPROPER OFFERS:**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO OFFERORS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

**SAMPLES-TESTING:** Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

**SIGNING YOUR OFFER:** Every Offer must be signed by the individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer

is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Article 5, Section 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless School District of Newberry County, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

**UNIT PRICE:** Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

## II. SCOPE OF WORK

**Objective:** The School District of Newberry County is seeking to establish multiple sources of supply from qualified vendors to provide services for providing and installing various pieces of Kitchen Equipment through the use of a fixed price bid solicitation. The District has established maximum prices for desired manufacturers and is requesting actual bid prices from qualified suppliers for items listed on the attached Bid Cost Form. Contracts will be awarded on an "as needed basis". The District will attempt to distribute equipment projects as fairly as possible to participating contractors, but will not commit to or guarantee business to any contractor.

This solicitation is for a contract for various pieces of kitchen equipment with complete installation and demonstration. See below for desired manufacturer and model numbers. All manufacturers and models are acceptable, but must be deemed at least equivalent when compared to the desired manufacturers and models, equivalency of the proposed product will be at the sole discretion of the School District of Newberry County. If bidding equipment other than desired, please provide all manufacturers, models and full specifications when submitting bid package. Equivalency will be determined during the evaluation process.

The School District of Newberry County, reserves the right to award to multiple vendors.

Equipment Included in Contract OPS CN 2016-004 listed below:

### ITEM 1: Combination Ovens

#### **COMBI OVEN**

Convotherm Model No. C4 ED 6.20ES

Convotherm Combi Oven/Steamer, electric, boilerless, (7) 18" x 26" full size sheet pan or (14) 12" x 20" x 1" hotel pan capacity, easyDial control panel with digital display 9-stage & 99 cooking recipes storage, (4) cooking modes: hot air, steam, combi-steam & retherm, multi-point core temperature probe, five-speed auto reversing fan, anti-microbial hygienic door handle, pull-out spray hose, stainless steel construction

12 month parts and labor warranty and second 12 month parts only warranty, standard

208/240v/60/3-ph, 15.9/21 kW, 44.1/50.6 amps, standard

CCARE ConvoCARE Solution, (2) 10 liter containers

CCLEAN ConvoClean Solution, (2) 10 liter containers

DD-TT Disappearing Door, for EasyDial 6.20

A water analysis is required for the proper selection of a water treatment system.

9797-40 Kleensteam II Water Treatment System, includes (2) 7CBS cartridges, for all boilerless combis

CST200BCA-4 Oven Stand, open with storage shelf & cover panel, casters for C4 6.20 & 10.20 (p/n 3251503)

CWR20 Wire Shelf, 21" x 26", stainless steel, for 6.20, 10.20, 12.20 & 20.20



## ITEM 2: Commercial Slicers

### **MEAT SLICER**

Hobart Model No. HS7N-1

Heavy Duty Meat Slicer, automatic, 13" CleanCut™ knife, burnished finish, (3) stroke lengths & (4) stroke speeds, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 5.6amps, 120v/60hz/1-ph, NSF cETLus

## ITEM 3: Pass-thru Heated Cabinets

### **PASS-THRU HEATED CABINET**

Victory Refrigeration Model No. HS-1D-S1-PT-HG

UltraSpec Series Heated Cabinet Featuring Secure-Temp 1.0™ Technology, Pass-Thru, one-section, 23.7 cu. ft. capacity, (4) half height hinged glass doors, (3) shelves, standard depth cabinet, exterior digital V-Temp control system, adjustable chrome plated shelves, cylinder locks, stainless steel exterior & interior, adjustable stainless steel legs, UL, NSF, MADE IN USA

3 years parts & labor warranty (excludes maintenance items)

208-240v/60/1-ph

Control side door hinging: standard on right

Rear door hinging: on right standard

0-0163-127S Type "A/C" Tray Slide Kit, 6 pairs, for standard depth units  
6" Casters, in lieu of standard 6" stainless steel legs, no charge when specified on order

**NOTE: Half height stainless steel doors on front and half height glass on kitchen side. (6) pair type A/C pan slides in the top compartment and (3) chrome shelves in the bottom compartment.**



#### ITEM 4: Pass-thru Refrigerators

##### **PASS-THRU REFRIGERATOR**

Victory Refrigeration Model No. RS-1D-S1-PT-HG  
UltraSpec Series Refrigerator Featuring Secure-Temp 1.0™ Technology,  
Pass-thru, one-section, self-contained refrigeration, 23.7 cu. ft.  
capacity, (4) half height hinged glass doors, (3) shelves, stainless  
exterior & interior, standard depth cabinet, V-TEMP electronic  
temperature control/indicator, LED lighting, expansion valve  
technology, Santoprene door gaskets with 2 year warranty, stainless  
steel breakers, 1/3 HP, UL, cUL, NSF, MADE IN USA  
3 years parts & labor warranty (excludes maintenance items)

Self-Contained refrigeration

115v/60/1-ph, 9.8 amps, w/cord & plug, standard

Additional 2 year compressor warranty, standard

Control side door hinging: standard on right

Rear door hinging: on right standard

0-0163-127S Type "A/C" Tray Slide Kit, 6 pairs, for standard depth units

50597706 Epoxy Coated Shelf

Legs, set of 4, 6" high adjustable stainless steel, standard

**NOTE: Half height stainless steel doors on front and half height glass doors on kitchen side. (6) pair Type A/C pan slides in the top compartment and (4) epoxy coated shelves in the bottom compartment.**

#### ITEM 5: Milk Cooler Boxes

##### **MILK COOLER**

Traulsen Model No. RMC58S4

Dealer's Choice Forced-Air Single Access Milk Cooler, sliding door,  
holds (16) 13"x13" crates or (10) 13"x19" milk crates, stainless steel  
interior and exterior, reinforced floor, sliding caster rails, (4) heavy-  
duty stainless steel dunnage racks, top-mount refrigeration system,  
Santoprene® E-Z clean gaskets, floor drain, 4" casters, 1/3 hp, UL, NSF.  
3 year service/labor, 5 year compressor warranty, standard  
115v/60/1ph, 7.2 amps, NEMA 5-15P

**ITEM 6: Tilting Skillets, Electric/Gas**

**TILTING SKILLET, ELECTRIC**

Vulcan Model No. VE40

Braising Pan, electric, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, water tight solid state controls, includes L faucet bracket, 12" stainless steel legs with adjustable flanged feet, 12 kW

1 year limited parts & labor warranty, standard

K12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation.

208v/60/1-ph, 12 kW, 58 amps, direct wire

SGLTS 12NZL SINGLE Pantry Deck-Mount Faucet, 12" swivel spout, includes 4" and 12" riser, NSF and Lead Reduction Compliant

Motor driven pan lift

**ITEM 7: Convection Ovens**

**CONVECTION OVEN**

Vulcan Model No. VC44GD

Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark ignition, 60 minute timer, 150° to 500°F temperature range, (5) oven racks per section, independently operated doors with windows, porcelain interior, stainless steel doors, front, top, sides & 8" legs, (2) 1/2 HP, (2) 50,000 BTU, NSF, ENERGY STAR®

1 year limited parts & labor warranty, standard

K12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation.

Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.)

(2) 120v/60/1-ph, (2) 1/2 HP, 16.0 amps total, (2) 6' cords with plugs, NEMA 5-15P, standard

Gas manifold piping included with stacking kit to provide single point gas connection

Casters, set of (4) in lieu of standard legs

**Discontinued Models on Bid Schedule:** If any item listed on the Bid Schedule has been discontinued, bid on the replacement model for the discontinued item.

**Discontinued / Upgraded Model:** In the event an item on the contract is deleted from the market and/or upgraded with a new model, the vendor must notify the Procurement Officer promptly. If purchase orders are on hand at the time the item becomes unavailable, it is the vendor's responsibility to notify the district and to offer a suitable replacement model, if available, at the contract price or at a negotiated price to be approved by the Procurement Officer.

**New Products:** During the term of the contract period, and because of new technology advances, if it is found that new products in this category are required by the district, the district reserves the right to negotiate price for the new product(s) with the successful contractor and add the new product(s) to the existing contract.

**Prices:** (1) All prices shall be firm and fixed for the first specified contract period. Unit prices shall be inclusive of all costs including equipment, power tools, materials, labor, overhead, profit, insurance, rental equipment, freight, travel, fuel, delivery, set-up charges, taxes, etc. for a turn-key installation. The District shall not honor any hidden costs, which may be invoiced at a later date relating to items in this solicitation. If the District chooses to install, price of materials will be negotiated with contractor. (2) The Bid Schedule provides a listing of approved products for various categories of kitchen equipment and services with the maximum price that the District is willing to pay. Bidders must submit an actual bid price at or below the maximum price for the products for which they wish to be considered. (3) During the term of the contract, the District reserves the right to approve and list additional product lines. If the District elects to add new products, each qualified contractor will have the option of submitting bid prices on each new product. (4) Submission of bid prices for all approved kitchen equipment products is not required to be deemed responsive. (5) The District reserves the right to negotiate with contractors to obtain lower prices on large addition/renovation projects and new school construction projects.

**Quality – New:** All items and materials must be new. Refurbished or remanufactured items will **NOT** be accepted.

### III. AWARD / CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this FPB shall have an initial contract period of one (1) year beginning July 1, 2016 through June 30, 2017. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the School District of Newberry County's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

### IV. TERMS AND CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
2. **BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to School District of Newberry County. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

5. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by School District of Newberry County regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
7. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. **FALSE CLAIMS:** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
10. **NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the District to indemnify anyone.
11. **NOTICE:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. **PUBLICITY:** Contractor shall not publish any comments or quotes by School District of Newberry County employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
13. **PURCHASE ORDERS:** Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. **SETOFF:** The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
15. **SURVIVAL OF OBLIGATION:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.
18. WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

## V. SPECIAL INSTRUCTIONS

1. CHANGES:
  - (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
    - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
    - (b) method of shipment or packing;
    - (c) place of delivery;
    - (d) description of services to be performed;
    - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
    - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
  - (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
  - (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
  - (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **School District of Newberry County shall be listed as Certificate Holder.**

4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

**BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**

Combined Single Limit	\$1,000,000
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**WORKERS COMPENSATION: State Statutory**

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names School District of Newberry County (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.
7. **DAMAGES LIMITATION:** Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. **DEFAULT:** The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. **DESCRIPTIVE LITERATURE:** Your offer must include manufacturer's latest literature showing complete product specifications.

10. **DISPOSAL OF PACKAGING:** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. **ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. **INDEMNIFICATION-THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify School District of Newberry County, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
13. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. **MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
15. **OFFERING BY LOT:** Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.
16. **OSHA CFR 1910.1200** (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. **OWNERSHIP OF DATA and MATERIALS:** All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. **PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”:** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).
19. **SHIPPING/RISK OF LOSS:** F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. **TERMINATION FOR CONVENIENCE:** (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to



Supplies-The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706.

Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination.

The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
22. IRAN DIVESTMENT ACT OF 2014: (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtml> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.
23. PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the contractor (including profit, if otherwise allowed):
  - (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (b) by unit prices specified in the contract or subsequently agreed upon;
  - (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the contract; or subsequently agreed upon;
  - (d) in such other manner as the parties may mutually agree; or,
  - (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Article 17 of the School District of Newberry County's procurement code.(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of the School District of Newberry County's procurement code.
24. PRICE ADJUSTMENT: Bid prices for all products and services shall remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial contract period. The vendor shall supply documentation satisfactory to the School District of Newberry County, such as: documented changes to Producers Price Indexes, Consumer Price Indexes, or a manufacturer's published notification of price change(s).

School District of Newberry County will evaluate this information to determine if revising the pricing is considered fair & reasonable to the satisfaction of the District. Requests for any such change must be received in writing to the School District of Newberry County's Director of Procurement thirty (30) days prior to the expiration of the original contract term. The District reserves the right to approve or reject the requested price increase.

All price reductions at the manufacturer' or distributors' level shall be reflected in a reduction of the contract price(s) to the District retroactive to the effective date of the price reduction(s).

25. PRICE ADJUSTMENT – LIMITED – After Initial Term Only: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

26. AWARD CRITERIA – Fixed Price Bidding: Award will be made to all district deemed responsible and responsive bidder(s).

a. Award to Multiple Offerors: Award may be made to more than one offeror.

b. Bids Received After Award – Fixed Price Bidding: Offerors not responding to the initial solicitation may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the District's original fixed price bid as authorized by the solicitation.

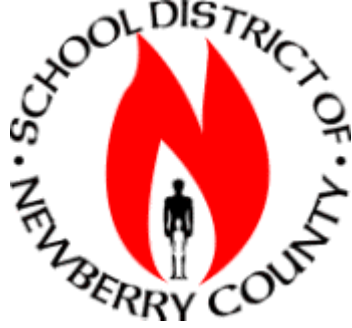
## **VI. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY**

### **Statement of Policy**

It is the policy of the School District of Newberry County that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of SDNC to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the School District of Newberry County will comply with this SDNC policy.

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Fixed Price Bid:** OPS-CN 2016-004

**Date Issued:** June 9, 2016

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**VII. FPB Cost Form**

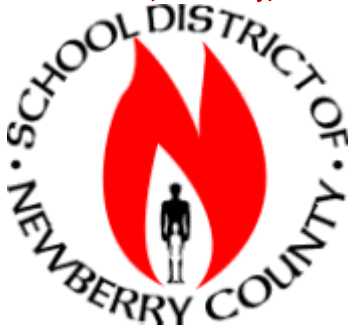
**Project: Kitchen Equipment Contract**

ITEM #	Product	Manufacturer and Model #	Maximum Unit Price	Unit Price Bid	Unit Delivery and Installation Price
1	Combination Ovens		\$ 14,000.00	\$	\$
2	Commercial Slicers		\$ 7000.00	\$	\$
3	Pass-Thru Heated Cabinets		\$ 6500.00	\$	\$
4	Pass-Thru Refrigerator Cabinets		\$ 8000.00	\$	\$
5	Milk Coolers		\$ 3500.00	\$	\$
6	Tilting Skillets		\$ 12,500.00	\$	\$
7	Convection Ovens		\$ 7000.00	\$	\$

❖ Omit Taxes from Price: Do not include any sales or use taxes in your price that the district may be required to pay.

❖ Submission of bid prices for all pieces of requested kitchen equipment products is not required to be deemed responsive

Bidder/Company name (Please print): \_\_\_\_\_

<p><b>The School District Of Newberry County</b>  Administrative Offices  3419 Main Street, Newberry, SC 29108</p> 	<p><b>Fixed Price Bid:</b> OPS-CN-2016-004</p> <p><b>Date Issued:</b> June 9, 2016</p> <p><b>Procurement Director:</b> Bryan Gresham</p> <p><b>Phone:</b> (803) 321-2600</p> <p><b>Fax:</b> (803) 321-2604</p> <p><b>E-Mail Address:</b> bgresham@newberry.k12.sc.us</p>	
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**VIII. Iran Divestment Act**

**Project: Kitchen Equipment Contract**

**Attachment 2 of 4**

IRAN DIVESTMENT ACT OF 2014 (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

<b>Vendor Name (Printed)</b>	<b>Taxpayer Identification No.</b>
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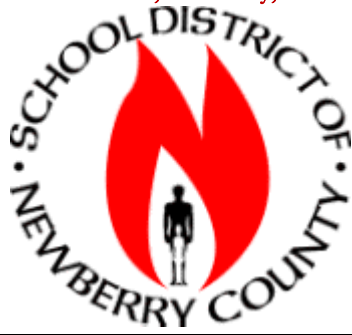
I, the official named above, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List

X \_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

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**E-Mail Address:** bgresham@newberry.k12.sc.us

**IX. Reference Form**

**Project: Kitchen Equipment Contract**

**Attachment 3 of 4**

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address** \_\_\_\_\_

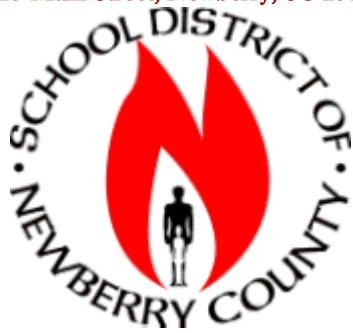
**Contact:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_ **Date service provided:** \_\_\_\_\_

Bidder/Company name (Please print): \_\_\_\_\_

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Administrative Offices  
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**X. Statement of Acceptance**

**Project: Kitchen Equipment Contract**

**Attachment 4 of 4**

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

\_\_\_\_\_  
Bid Preparer (please print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bid Preparer (signature)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (if available)

## **EVALUATION CRITERIA**

All submittals will be reviewed for purposes of determining responsiveness and responsibility. Any submittal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the bidder will be reviewed. The submission of a bid package for review does not necessarily qualify the bidder or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your Bid to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. The award will be made to responsive and responsible bidders only. The following criteria will be used in the evaluation process:

1. ***Program (Contract) Costs:*** What are the total costs of the equipment proposed? (Please submit your pricing on the enclosed Bid Cost Form).
2. ***Contractor's Management Qualifications:*** Management and staff capabilities and expertise, resumes, and experience, and resources.
3. ***Proposing Organization References/History:*** Proposer's past contract management experience and references of success to programs similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
4. ***Quality of Service:*** Needs to meet or exceed the provided specification.

### **INSTRUCTIONS TO PROPOSERS:**

1. The District requires that one (1) original, and three (3) copies of the bid be submitted to the Procurement Coordinator.
2. All bids should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's bid, or if an Offeror's bid fails to conform to the requirements of this solicitation, the District may elect to reject the bid.
3. When specifications or descriptive literature are submitted with the bid, enter the proposer's name and address thereon.
4. **All attachments (1-4) must be completed and submitted with a signed copy of Page 1.**
5. **All bids must be in a sealed envelope and have clearly marked on the envelope:**  
Name of Firm  
Address  
FPB # **OPS-CN 2016-004**  
**Kitchen Equipment Contract**